

EXHIBIT B



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POWER OF ATTORNEY AND EMPLOYMENT AGREEMENT: TALCUM POWDER CANCER CLAIM

This Power of Attorney and Employment Agreement ("Agreement") between _____ ("Client") and AVRAM BLAIR & ASSOCIATES, PC and WILLIAMS HART BOUNDSEASTERBY, LLP ("Attorneys" or "Firms"), is for legal representation in prosecuting Client's claims for damages and personal injuries that resulted from the use of Johnson & Johnson talcum powder ("Product"). Client authorizes Attorneys to prosecute Client's causes of action against all potentially responsible manufacturers and distributors of talcum. If Client brings a claim relating to or arising from a deceased person's damages and injuries from use of Product, Client agrees to proceed both individually and as representative of the estate of the deceased person to the extent Client is legally able. Client understands and agrees that Attorneys will not investigate or pursue any claims for medical malpractice by Client's doctors.

Client requests a contingency fee contract rather than an hourly fee and Client conveys to Attorneys the present undivided interest in the above claim in the amount of _____

Both firms will share these fees on the basis of joint representation. If Attorneys are not successful, Client will not owe any attorney fees or case expenses to the Attorneys. Client understands this fee is not set by law.

It will be necessary for the Attorneys to incur and advance certain court costs and expenses for the Client. These Client-specific costs and expenses may include, but are not limited to, the following: filing and service fees; costs for medical exams, reports and records; costs for third-party medical record reviews and summaries; medical or technical expert witness costs; cost for investigative services; travel expenses (including air fare, ground transportation, lodging and meals); deposition expenses and court reporter fees; costs and fees associated with any necessary estate administration procedures; outside trial service providers; trial equipment rental and operation fees; preparation of exhibits and graphics; and copying (\$.10/page), postage, shipping; and courier expenses. Costs shall include, if applicable, any assessment imposed by the Court in connection with any Multi-District Litigation or withheld from any settlement or favorable judgment by any defendant. Client agrees to reimburse Attorneys for all such costs and expenses from Client's share of any money recovered by settlement or judgment. However, in the event that no recovery is obtained on Client's claim, Attorneys will make no charges for his or her time, services, fees, court costs, or other expenses that have been advanced. Upon receipt by the Attorneys of any proceeds of any recovery, the Attorneys shall (1) deduct the applicable contingency fee from the amount as attorneys' fees, (2) deduct any costs or expenses already paid or incurred by the Attorneys from the Client's portion of the recovery and (3) disburse the remainder to the Client, subject to any lien on Client's recovery.

Client understands and agrees that Attorneys represent numerous other similarly injured clients, and Client agrees that the term "expenses" includes general or common benefit expenses incurred for the benefit of all such similarly injured clients, including but not limited to retaining and compensating experts, copying voluminous documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of defendants' representatives, witnesses (including defendants' experts), and agents and bellwether trials that benefit a larger group of clients. Such general or common benefit expenses will be allocated equitably amongst all benefited clients.

SETTLEMENT. Nothing in this Agreement and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorneys make no such promises or guarantees. No settlement shall be made without Client's approval. Client grants Attorneys the power of attorney to execute all documents connected with the claim for the prosecution of which Attorneys are retained, including pleadings, contracts, checks or drafts, settlement agreements, compromises, releases, verifications, dismissals, and orders, as well as all other documents which Client could properly execute. Client hereby authorizes Attorneys to negotiate a settlement of Client's claims in whatever manner, and using whatever negotiation strategy, Attorneys deem appropriate. Client understands and agrees that Attorneys may, if appropriate, negotiate a settlement of Client's claim and the claims of other clients similarly situated on an aggregate basis. However, no such settlement will be effective without providing Client a description of the claims resolved by the settlement, the total settlement fund, the amount to be received by Client, and the amount to be received by other clients who are qualified to participate in the settlement.

DISCHARGE AND WITHDRAWAL. Attorneys may withdraw from representation of Client (a) with Client's consent (b) upon court approval, or (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, Client's refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter or any other factor or circumstance that would render Attorneys' continuing representation unlawful or unethical.

In the event any recovery is obtained by Client after conclusion of Attorneys' services, Client remains obligated to pay Attorneys for the reasonable value of all services rendered from the effective date of this Agreement to the date of discharge. In the event the discharge is without cause, as that term is understood under Texas law, Client understands and agrees that Attorneys may seek enforcement of the full contingent fee.

LIMITATION OF REPRESENTATION. Attorneys represent Client only on the matter described in paragraph 1. Attorneys' representation does not include independent or related matters that arise, including, among other things, claims for property damage, workers' compensation, disputes with health care providers about the amount owed for services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy. Client may have other possible causes of action arising from the facts and circumstances giving rise to this representation. As Attorneys do not represent Client on these other possible claims, Client should seek independent representation if Client wishes to pursue a remedy. Delay or failure to do so may result in Client being barred by a statute of limitations from being able to recover under these other causes of action.

WAIVER OF CONFLICT. Client understands that Attorneys represent more than one Client alleging injury related to the use of Talcum powder. Client understands that the Firms will make decisions which, in its judgment best serve the interest of all Attorneys' Talcum clients. It is possible that a conflict will arise between what's in the best interest of a group of the Attorneys' clients as a whole and what is in the best interest of an individual client. Despite this possible conflict, Client desires to hire Attorneys to represent Client's interest and Client waives any conflict of interest resulting from Attorneys representation of multiple Talcum clients.

TIMELINESS OF CLAIMS. Client understands that the Firms must have certain information to determine whether Client has a viable legal claim. Client understands that if a lawsuit is not filed prior to the expiration of the statute of limitations, Client will lose Client's right to make a claim. Furthermore, Client agrees and understand that the Firms will not be able to file a lawsuit on Client's behalf until Firms have possession of (1) medical records establishing Client's alleged injury and (2) proof that Client used the product Client alleges caused Client's alleged injury. Client understands it will take the Firm a minimum of sixty (60) days after the receipt of such information to evaluate Client's case, and that should the statute of limitations or any other applicable deadlines expire prior to or during that sixty day period, Client agrees not to hold the Firms and/or their associate counsel responsible for any consequence related to the expiration of that deadline.

CLIENT ACKNOWLEDGEMENTS. Client shall keep Attorneys advised of his or her whereabouts at all times, shall appear on reasonable notice at any and all depositions and court appearances, and shall comply with all reasonable requests of Attorneys in connection with the preparation and presentation of the Client's claim and cause of action. Client agrees to provide Attorneys with any changes of address, telephone numbers or business affiliation.

Client agrees to immediately inform Attorneys of any and all liens and potential liens on Client's settlement, including healthcare liens and any loans Client may obtain using this cause of action as security. Client also authorizes Attorneys to disclose information necessary to the advancement of Client's case to third parties, including, but not limited to, lien resolution providers, lien holders, and trustees. Client understands and agrees that information regarding Client's lawsuit is strictly confidential and shall not be discussed with anyone other than the Attorneys and staff representing Client. Therefore, Client will not share information relating to Client's claims on any social media platform or other public media and understands that such posting may result in waiver of the attorney-client privilege.

BANKRUPTCY. Client understands that filing for bankruptcy may affect the Client's ability to retain some or all of any recovery in this matter. Client understands that he or she is obligated to keep the Attorneys informed of any bankruptcy filing. Client further understands that failure to disclose this lawsuit in a bankruptcy proceeding may result in a dismissal of this lawsuit and possibly sanctions by the bankruptcy court.

GOVERNING LAW/ENTIRE AGREEMENT. This Agreement shall be construed in accordance with the laws of the State of Texas. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the unenforceable portions shall be severed, and the remainder of that provision and of the entire Agreement shall remain in full force and effect.

MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both parties.

Client acknowledges that he or she has read this Attorney Fee Contract in its entirety, which is two (2) letter size pages in length, that he or she fully understands the terms and conditions of same, and that he or she agrees to abide and be bound by its terms.

Client Signature: _____ Date: _____

Client's Name: _____ Deceased Name (If Applicable): _____

Attorney Signature: _____